



REQUEST FOR PROPOSAL

COS13-007

Master Concessionaire Services

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

RFP Schedule of Events

Release RFP

03/13/2013

Pre-Proposal Conference

03/25/2013

Pre-Proposal Conference will be held on March 25, 2013 @ 10:00 am at the City of Surprise Community and Recreation Services 15960 N. Bullard Ave. Surprise, AZ 85374

- *To provide background and operational information as well as answer questions regarding the procurement process*

Mandatory Inventory Assessment

03/27/2013

Pre-Proposal Inventory will be held on March 27, 2013 @ 8:00-1:00 pm at City of Surprise Community and Recreation Services 15960 N. Bullard Ave. Surprise, AZ 85374

- *View facility and formulate an asset and inventory list to provide an accurate capital investment plan: this entails taking inventory of all concession areas.*

Final date for questions

04/04/2013

Final date for questions is April 04, 2013 at 2:00 pm; questions will not be accepted after this date and time.

RFP due date/time

04/18/2013

Submittals will not be accepted later than 3:00 pm, Local Time (AZ MST), Thursday April 18, 2013 at the City of Surprise Purchasing Office, 16000 N. Civic Center Plaza, Surprise, AZ 85374

Interviews

TBD

The top qualified offerors most susceptible to award may be asked to interview and make a presentation to be further evaluated by a selection panel after which time the city may choose to negotiate project scope and cost with the highest qualified firm.

Information regarding the submittal requirements of this RFP may be obtained at the Purchasing Office located at 16000 North Civic Center Plaza, Surprise AZ 85374. Contact the Purchasing Office regarding documents at (623) 222-3700, FAX: (623) 222-3701. The entire information package can be downloaded from the City of Surprise website: <http://www.surpriseaz.gov>.

The City of Surprise shall not be held responsible for any oral instructions. Any changes to this Request for Proposal will be in the form of a published amendment. All technical questions regarding this Request for Proposal must be submitted in writing via e-mail or fax. Please reference COS13-007 in all your communications to the city.

Direct all questions regarding this Request for Proposal via e-mail or fax to:

Pam Risaliti C.P.M., CPPB
Senior Contract Officer
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374-7470
pamela.risaliti@surpriseaz.gov
623-222-1857 phone, 623-222-3701 fax

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City of Surprise Website:
<http://www.surpriseaz.gov>



REQUEST FOR PROPOSAL
Master Concessionaire Services
Offer and Award

City of Surprise
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16000 N. Civic Center Blvd
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Phone: (623) 222-3700
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In accordance with City of Surprise Procurement Code, competitive sealed proposals for the material or services specified will be received by the City of Surprise Purchasing Division at the specified location until the date and time cited. Proposals shall be in the actual possession of the City of Surprise Purchasing Division on or prior to the exact date and time indicated above. Late proposals will not be considered. ***Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.*** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the ***entire*** Request for Proposal Package.

OFFER

To the City of Surprise: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with:

1. A response to this *Request for Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request for Proposal* and the written amendments thereto, if any. The acceptance of a Proposal by the City will form a binding contract between the Respondent and the City. The contract will, unless otherwise agreed to in writing, consist of the terms, conditions and specifications contained in the City's Request for Proposal, and attachments thereto.
2. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements.
3. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's Proposal and during Proposal process.
4. If awarded a contract, in response to this RFP, Respondent accepts the City of Surprise Standard Terms and Conditions, which shall only be revised by written addendum and
5. Respondent acknowledges that further negotiations may be required to define the scope, price, terms or other specifications of the Offer prior to contract award and that the City of Surprise may end negotiations at any time and not accept the Offer.

For clarification of this offer contact:

Name: _____	Telephone: _____ Fax: _____ E-mail _____
Company Name	Authorized Signature for Offer
Address	Printed Name
City State Zip Code	Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Surprise Use Only)

Your offer is hereby accepted. The Contractor is now bound to provide services in the solicitation, including all terms conditions, specifications, amendments, etc., and the proposer's offer as accepted by the City.

Attested by:

Sherry Aguilar, City Clerk

For City Internal Use only:

Signature for Scope/Content approval:

Department Director

Signature for Procurement/Budget Approval:

Procurement Manager

City of Surprise, Arizona.
Effective Date: _____

Approved as to form:

Michael D. Bailey, City Attorney

City Seal

COS13-007

Contract Number

Awarded on: _____

Chris Hillman, City Manager



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REQUEST FOR PROPOSAL

Master Concessionaire Services

Introduction/Background Information

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Introduction

The City of Surprise is soliciting proposals to provide and manage Master Concessionaire Services for the Texas Rangers and Kansas City Royals Spring Training Ballpark. The City and its primary tenants, the Texas Rangers and Kansas City Royals Baseball Company, Limited Partnership ("Texas Rangers and Kansas City Royals"), are dedicated to providing superior facilities and services for residents, guests, facility users and fans alike, by creating a unique ballpark experience that is unparalleled in Spring Training baseball facilities. Alternate bid opportunities are also listed for non-spring training concessions services.

Background Information

The Surprise Ballpark is the Spring Training and Player Development Home for the Texas Rangers and Kansas City Royals. The City and the Texas Rangers and Kansas City Royals have a lease agreement beginning with the inaugural Cactus League season in 2002 through 2022. Spring Training averages 30 games per year with an average attendance of 5,000 with several games breaching the 9,000 threshold. Annual special event attendance is approximately 250,000. In addition to Cactus League Baseball activities, the facility will also host year-round community signature events such as youth, amateur, high school and college baseball tournaments, holiday festivals, arts and crafts shows, corporate events, concerts and much more. It is the City's intent to market and maximize usage opportunities on a year round basis. Offeror should be prepared to transition operations beginning July 1, 2013 with the first major event being festivities and a ballgame for July 4th.

Purpose

The intent of this Request for Proposal and resulting contract is to obtain firm fixed price proposals from food and beverage vendors specializing in providing general food services to provide concessions at Kansas City Royals Practice Field, Texas Rangers Practice Field, Youth Baseball Complex, Tennis Complex, Aquatic Center and Hollyhock Pool. **An opportunity to bid for seasonal management of the Surprise Recreation Campus Merchandise Store during Spring Training is also listed.** For site locations and maps, please visit surpriseaz.gov/recreation. City reserves the right to add or delete facilities based on operational need. Award to multiple bidders may be considered.

Ballpark Design

Designed by HOK Sport as the future of ballpark design, the Surprise Ballpark is sure to be a jewel of the Cactus League. Comprised of accommodations for up to 10,000 baseball guests, the ballpark features a 360 degree concourse with a constant field view, six luxurious suites, numerous party/group pavilions, club seating as well as an oasis of lawn seating. The state of the art facility will anchor the highly anticipated Ballpark Village, a mixed-use development which will be a signature sports, recreation and corporate destination not only for valley residents but also for tourists from across the country. This unique concept and design marks the first time that a spring training facility is part of a larger master plan that will serve as the catalyst for economic development.

Concession design currently includes four (4) permanently fixed concession stands with options for additional points of sale. See Exhibit 2 for concession layout.



REQUEST FOR PROPOSAL
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Proposal Submission

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Proposal Submission Requirements

Interested offerors must submit one (1) original and five (5) copies including any supplemental documents to be considered. Responses are limited to forty (40) pages not including resumes and tabs.

Proposals must be submitted no later than 3:00 p.m., Local Time, on April 18, 2013 to the City of Surprise, City Hall, 16000 N. Civic Center Blvd, Surprise, AZ, 85374.

All submittals shall be clearly marked **RFP COS13-007 Master Concessionaire Services**

1. Read and familiarize yourself with all sections of this RFP.
2. To write the Proposal, follow the instructions, respond to all items listed.
3. **Sealed Envelope or Package.** Each Offer shall be submitted to the City of Surprise, 16000 N. Civic Center Plaza, Surprise, AZ 85374 by **April 18, 2013 @ 3:00 P.M, Local Time**, in a sealed envelope or package that identifies its contents as an RFP COS13-007 and the Offerors Name and address plainly marked on the outside of the envelope or package.
4. Prices will **NOT** be read, nor shall they be subject to public inspection until after the contract(s) is/are awarded.
5. Proposals shall be irrevocable offers for 90 days after the RFP due date.
6. All questions regarding this RFP shall be referred to the Senior Contract Officer, Pam Risaliti, C.P.M, CPPB, at (623) 222-3700 or pamela.risaliti@surpriseaz.gov. The officer, or designee, requires all inquiries be submitted in writing **via e-mail or fax**. Any inquiry related to this RFP shall refer to the RFP number, page and paragraph. Do not place the RFP number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and may not be opened until after the Offer due date and time.

Offeror Identification Submittal Information

1. Firm name (if a subsidiary also identify parent entity), address, phone number and primary contact person.
2. If a corporation: date incorporated; state incorporated; identify president, vice-president and treasurer.
3. If a partnership: date of organization; partnership type; identify partners.
4. Dun and Bradstreet Registration Number (required)



REQUEST FOR PROPOSAL
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Evaluation Criteria

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Evaluation Criteria for Proposals

Proposals shall be evaluated using the following criteria indicated in descending order of relative importance:

Minimum Qualifications

Offerors are required to have satisfactory previous experience of no less than ten (10) years in providing food, and beverage services at a public assembly facility. The requirement can be met if one or more of the principals, partners or corporate officers, has the equivalent experience while in a senior management position with another firm. The Offeror must demonstrate sufficient financial resources to meet the requirements of this RFP.

- a) Experience in a professional sports venue over 10,000 seats
- b) Financial Proposal/Capital Investment
- c) Accounting, Reports and Payments
- d) Commission Structure
- e) Investment
- f) Operational and Transition Plan
- g) Management Plan
- h) Employment background/verification process

The top qualified offerors most susceptible to award may be asked to interview and make a presentation to be further evaluated by a selection panel after which time the panel may choose to negotiate project scope and cost with the highest qualified firm.

Experience and Qualifications

1. Submit a list of at least three (3) references for food, beverage and catering services provided for facilities similar to this project that Offeror performs or has performed within the past ten (10) years. Provide detailed information for each reference:
 - a. Facility name, type and description.
 - b. Facility address and telephone number.
 - c. Name of contracted entity, contact person and contact information including e-mail.
 - d. Length of time services provided and description of services.
 - e. History of annual gross revenues and per caps since assuming account.
 - f. Copies of recent letters of recommendation from clients and licensees served by the Offeror.
 - g. Provide copies of the most recent health inspection reports for each referenced facility.
1. Submit a list and explanation of any concession contract that was not renewed, cancelled or revoked. Include contact names and phone numbers.
2. A list and explanation of any and all pending litigation involving the Offeror and a list description of the resolution of any and all litigation involving the Offeror during the past five (5) years.
3. Offeror's current audited financial statements for the two (2) most recent fiscal years prepared and certified by an independent certified public accountant.
 - a. Include balance sheets and profit/loss statements.
 - b. Include the source and amount of financing required to fulfill the terms and conditions of this proposal.
 - c. Include a letter from a corporate officer and/or officer of a suitable financial institution attesting to the Offeror's ability to provide capital investment and working capital as proposed,



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5. A list of corporate officers and key personnel of the Offeror.

Financial Proposal/Capital Investment

The City is considering a nine (9) year contract with two (2) three (3) year options to extend for a total of fifteen (15) years. The Offeror provide a brief summary for the rationale and approach for the percentages offered, weighed against any capital investment, for the contract term in this section and also provide the percentage of gross sales on the Commission Schedule (Page 14). The City reserves the right to open negotiations prior to the contract expiration should additional capital items be identified based on future expansion and contract negotiations with the teams.

1. Provide the percentage of gross concession sales (food and beverage including alcohol) to be shared with the City. Gross food and beverage sales are defined as food and beverage revenue less applicable taxes. Alcoholic beverages may be different than other food and beverage options.
2. Provide the percentage of gross catering sales to be shared with the City. Catering is defined as any food or beverage service supplied by the Contractor for a specific group for any event, public or private. Gross catering sales are defined as catering sales revenue less applicable taxes.
3. Provide the percentage of gross sales the Contractor shall share with sub-contractors. It is the City's desire to have sub-contractors expand food and beverage options at the ballpark, therefore, the Contractor shall be limited to no more than 40% of the subcontractor's gross revenues less applicable taxes. Offeror shall indicate the percentages of sub-contractor's sales to be shared with the City on the Commission Schedule, page 14. Existing subcontractors cannot be changed or eliminated without the consent of the city. City reserves the right to secure additional offerings in a specific category should Contractor be unable to attract a viable subcontractor.
4. Provide any other financial proposal for additional consideration (signing bonus, annual stipend, etc.) The city is currently entertaining options for expansion of the team clubhouses, shade, party tent and other features. Enhancements to compliment this upgrade such as suite enhancements, a permanent party deck buildout or other considerations would be valuable to include in the proposal.
5. Offeror may include product exclusive annual sponsor options for food items in the non-soft drink and water beverage categories. Identify product type, company provider/supplier and annual sponsor amount in your proposal.
6. First right of refusal shall apply only to the Spring Training Facility and not to other recreation facilities such as Tennis, Recreation Centers, Youth Baseball Fields, Practice Fields, 8-acres, Community Park, Aquatics, or parking lots. An optional bid for these areas is included in this solicitation. Should bidder not elect to provide a new food item requested by the Spring Training Facility, the city reserves the right to subcontract for that item without penalty following written notice within ten days that concessionaire does not intend to provide that item. If no notice received within ten calendar days, the city will subcontract for that item.
7. Include an annual commission and revenue projection plan for the City based upon the offered percentages.
8. Provide a **capital investment plan** for the term of the contract:
 - a. Include a detailed schedule of any proposed capital improvements, purchases, or upgrades to fixtures and equipment that the Offeror commits to purchase and install for the food and beverage service facilities and locations within the ballpark.
 - I. Include anticipated investment at beginning of term.



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II. Include anticipated maintenance required of existing at beginning of term.

- b. Include a detailed accounting of proposed equipment and assigned locations within the ballpark.
- c. Include any other capital investment the Offeror is willing to make for further consideration upon award and throughout the term of the contract.
- d. Include other miscellaneous items such as menu boards, signage displays, etc. to promote and enhance the concessions environment and aesthetics.

9. Additional provisions may be negotiated. The final contract will include the solicitation, modified to include the agreed upon provisions, and the award proposal. In the event of a conflict in the provisions of this solicitation, the following shall prevail in the order set forth below:

- a. Special terms and Conditions
- b. Uniform Terms and Conditions
- c. Statement/Scope of Work
- d. Specifications
- e. Attachments
- f. Exhibits
- g. Special Instructions to Offerers
- h. Uniform Instructions to Offerers
- i. Other documents referenced or included in the solicitation

Operational and Management Plans

- 1. Submit the organizational structure of the Offeror proposing to provide the services indicated in this RFP to include but not limited to:
 - a. Organizational chart, corporate support services and methods of operation.
 - b. Identify key personnel. Include the names, resumes, experience, education and performance record in the food and beverage service industry and their relationship to execution, implementation and successful fulfillment of this agreement.
- 2. Describe in detail the Offeror's capability and capacity to fully and successfully fulfill all the obligations describe herein.
- 3. Submit an implementation plan to demonstrate full and timely start-up operations for the Texas Rangers and Kansas City Royals 2014 Spring Training Season.
 - a. Include both narrative and chart type time lines.
- 4. Proposed menus, concessions and catering including alcoholic beverages and catering.
 - a. Include portions, sizes and typical brands used.
 - b. Proposed prices including sales taxes for the first three (3) years of this agreement. Also indicate plans for price increase requests and describe the conditions that would lead to such requests.

CONCESSION OPERATION PLAN (sale and services in and around the ballpark).

- a. Include plans for fixed points of sale offerings, equipment, interaction and methods of payment to be accepted.



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- b. Include a utilization and integration operation plan for portable units including items to be offered, locations and methods of payments accepted.
 - c. Include a strategy to reduce lines and customer wait times at all points of sale.
 - d. Proposed sub-contractor concepts and integration plan.
 - e. Include concession theme concepts and attraction methods.
 - f. Condiment stand management.
 - g. Submit performance standards to include the review of food quality, staffing levels, dress codes, new product and presentation development and product marketing and promotion.
 - h. Concepts and plans to promote pre-game and post-game concession sales opportunities.
 - i. Proposer to provide assessment and inventory of existing fixtures and infrastructure with recommendations to accommodate proposer taking over operations should they be awarded. Consider all aspects to include capital invest options with offer.
5. Staffing plan containing the number of supervisory personnel, concession operators, number of offerors, number of points of sale, and number of support personnel on a typical spring training day of operation.
6. Catering operation plan including menus, ordering procedures and fulfillment method.
7. A comprehensive alcohol management plan.
8. A repair, maintenance and cleaning plan (RMCP) for all food and beverage service areas in the ballpark. The RMCP should include a definition of the frequency (time interval) and the various repairs. Maintenance and cleaning functions including refuse and waste disposal.
9. A detailed accounting and financial control systems plan to be implemented by the Offeror.
 - a. Sample forms, procedures and policies, etc., related to cash handling, inventory control, audit and data processing.
 - b. Sample reports related to event summary. Performance review, per cap and financial accountability reporting.
10. A profit and loss statement for the first two (2) years of operation at the facilities detailing all projected product sales, operating expenses, capital charges and profits.
11. Any other information the Offeror feels is pertinent to the successful fulfillment of this agreement.
12. Annually, contractor shall request surveys from its tenants and users. Contract will ensure that the survey is comprehensive in scope and include the City's comments in the development of the survey, and review of survey results. Separately, a City of Surprise specific survey will be made available to Spring Training customers on a random basis. Key areas such as service, variety, quality, and value shall be included. City shall have final approval on all survey questions. In both surveys, contractor is expected to rank in the upper 20% in total satisfaction and upper 15% when price is excluded. City and contractor shall jointly discuss options to mitigate areas of dissatisfaction and negotiate remedies should overall survey results not meet the aforementioned performance benchmarks.



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Scope of Work

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Scope of Work (SOW)

General Requirements

1. The selected Contractor shall have exclusive rights for providing and managing the food and beverage concession services for baseball and all other event related activities taking place at Surprise Ballpark and defined event areas. Should the Contractor wish to waive its exclusive food and beverage rights for a particular event, not including Spring Training activities, the City must grant approval for such action. Should approval be granted, the City shall retain its option for food and beverage rights with no shared revenue to go to the Contractor. The City shall provide the Contractor with at least two (2) weeks of advance notice of events requiring food and beverage services.
2. Catering Rights shall be non-exclusive however no other persons shall be permitted to utilize concession equipment or concession space without the Contractor's consent. The Contractor may be considered for catering services by the City. All catering services shall be commissionable.
3. The agreement between the City and the Contractor shall be designed to provide a commission-based fee structure for the management and providing of food and beverage concession operations. See attached Commission Schedule, Page 14.

City of Surprise Responsibilities

The City shall have and hereby reserves its rights, powers and privileges to include but not limited to the following:

1. To establish, determine and/or approve the kind and quality of foods and beverages to be sold by the Contractor at the ballpark.
2. To establish, determine and/or approve the number of personnel to be used by the Contractor in the food and beverage concessions/catering operations in order to achieve optimum service standards, and in the City's discretion to disapprove any proposed new hires or personnel Contractor intends to utilize.
3. To establish, determine and/or approve the brand, product variety and price points for all foods and beverages.
4. To ascertain, determine and evaluate the acceptability of the services provided and performance of the Contractor in providing the services, in accordance with this agreement.
5. To negotiate and retain all sponsorship rights related to food and beverage products and exclusivities including pouring rights, food items and specialty food/drink carts.
6. To possess sole discretion relating to promotional events on game days or events. Giveaway items and product sampling will be authorized with the City's permission.
7. To allow outside food and water into the ballpark within reason to be set forth in the ballpark food and beverage policies.
8. To approve on site storage utilization.
9. To require a minimum of capital equipment inventory to be maintained on site during the duration of the Contract and define the requirements of a buy-out agreement.
10. To ensure that the Contractor's serving rights are extended to defined event areas.
11. That catering rights shall be non-exclusive however no other persons shall be permitted to utilize concession equipment or concession space without the Contractor's consent. The Contractor may be considered for catering services at the ballpark if selected by the City or its authorized client.



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12. To direct and approve the creation of menu boards and other concession signage supplied by the Contractor to ensure compliance with the design and décor of the ballpark.
13. Any and all capital improvements made as a result of this agreement by the Contractor shall become the property of the City at the end of the contract term. Should the City exercise its right to cancel this contract in whole or in part, the City shall reimburse the Contractor for the unamortized net book value of its investment in fixtures and permanent improvements. The unamortized net book value will be determined by using the straight line method of depreciation over the original term of the Contract. This provision shall not apply if the Contract is terminated based upon a conflict of interest pursuant to A.R.S. 35-511. Capital improvements are defined as any items that must be affixed to or become part of the real property, including but not limited to walk in coolers, walk in freezers, coolers, ice makers, freezers and grills in addition to all capital equipment used in providing concession/catering services.
14. The City shall approve all sub-contractors prior to the start of services and shall have the authority to terminate any sub-contractor work at the ballpark.
15. City representatives shall have the right to enter upon and have access to all spaces occupied by the Contractor at all times.
16. The City shall provide existing concession, storage and office space.
17. The City shall be responsible for the pickup and removal of trash and recyclable materials from designated areas.
18. HVAC, electricity, gas water and sewer services shall be provided by the City exclusive of damage caused to said utilities or applicable equipment.
19. The City shall provide keys allowing access to the ballpark.
20. To retain rights to negotiate in good faith with the Contractor, alternative percentages of all food and beverage sales for all non-Spring Training events.
21. The City of Surprise holds the Liquor License for the Surprise Stadium facility.

Contractor's Responsibilities

Facilities, Equipment and Maintenance

The Contractor shall be responsible for but not limited to the following:

1. Any costs of concession stand modifications or upgrades by concessionaire as approved by the City. Contractor required to verify equipment and condition as part of offer.
2. All concession/catering services storage, preparation and serving equipment required to maintain optimum service and quality standards for the ballpark and maximum attendance levels including but not limited to: Freezers, coolers, ice makers and storage, roller grills, heated display cabinets, steam heaters, convection ovens and centralized beer dispensing systems.
3. Provide sufficient equipment at each point of sale location to establish and maintain optimum service and quality standards for maximum attendance capacity as approved by the City.
4. All non-fixed equipment and supplies owned or brought on the premises by the Contractor shall remain the property of the Contractor and may be removed from the premises only with City approval and verification of ownership. Such equipment shall be marked as property of the Contractor and shall be listed on an official equipment list provided to the City.
5. The Contractor shall maintain and clean, at its sole expense, its equipment and space operated, assigned and utilized at the ballpark including all space inside the four (4) walls, ceiling and floor of the stands, commissary and kitchen, grease interceptors, condiment stands,



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portable carts, and other areas it operates in accordance with all laws, ordinances and regulations of all government bodies pertaining to the operation of food and beverage serving establishments. This includes the maintenance and repair as a result of normal wear and tear. The contractor shall submit and the City shall approve a preventative maintenance schedule for all equipment.

6. The City shall not be responsible for any goods, merchandise or equipment stored at the ball park nor will it be responsible for any damage resulting from power failure, flood, fire, explosion, and/or other causes.
7. The Contractor shall provide Material Safety Data Sheets (MSDS) for any chemicals stored or used on-site.
8. The Contractor shall engage the services of an exterminator to control vermin and pests as necessary at its sole expense without cost to the City. The areas to be serviced, treated and controlled, shall include all areas within a twenty-five (25) foot radius of any point from where food is prepared, dispensed, and/or stored at the ballpark.
9. Establish telephone and internet service and data /fiber line connectivity as needed to establish and maintain optimum service and quality standards.

Accounting, Reports, and Payments

1. The Contractor shall provide a detailed and itemized performance summary/sales report to the City within twenty-four (24) hours following each event. Report should be detailed enough to include how revenues were calculated per category, per contractor, per revenue stream.
2. Settlement shall occur each month with the commission check being received no later than ten (10) days after the settlement month ends. An itemized sales and performance report reflecting concession, sub-contractor and catering sales must accompany the check.
3. Itemized audit, performance and summary sales reports shall be provided at the end of each budget year. Reports shall include recommendations to improve service quality and increase sales. Reports should also include comparisons to other Cactus league facilities (per caps, menu prices, sales comparisons, etc).
4. The Contractor shall pay all applicable taxes, charges, and fees necessary and incidental to the lawful conduct of business.

Quality of Service

1. Concession services shall be open before, during and post event/activity as scheduled by the City. The Contractor shall not be in operation when there are no events scheduled, except as may be approved or requested by the City. The City shall give the Contractor at least two (2) weeks advance notice of events that require food and beverage services.
2. Furnish all personnel, food products and other supplies needed to establish and maintain optimum service and quality standards at all times of operation. The Contractor shall have each concession area staffed to minimize customer wait times.
3. All food, beverage and refreshment products sold or kept for sale, shall be fresh, pure, wholesome, of the highest quality and conform to industry standards (including brand variety) for food service operations in comparable facilities. All food and beverage kept on hand shall be stored and handled with due regard for sanitation. Leftover, perishable food and beverages shall not be sold at any time. Such standards must meet or exceed those established by the State of Arizona and other applicable food service regulating agencies.



REQUEST FOR PROPOSAL

Master Concessionaire Services

Scope of Work

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

4. All food and beverage products offered for sale shall be subject to inspection and approval or rejection by the City and/or its authorized representatives at all times. Rejected products must be removed immediately.
5. The Contractor shall provide the City with a proposed menu of products to be sold and corresponding pricing for approval. It is the City's intent to have concession prices comparable with market pricing at similar facilities within the Cactus League. The City shall have **final** approval on the pricing of products as well as the product category and brand of products sold. The City shall work with the Contractor to utilize equal brand products if the City deems appropriate. The City retains all advertising rights and revenues received from utilizing brand name products. The City also retains the right to enter into product exclusivity agreements and direct the Contractor to purchase and use or not use certain brand name products. The City will oversee that prices of such products are fair. Any changes to menu prices are at the City's discretion.
6. The Contractor shall develop and propose a family/child "value meal" package menu for approval by the City to be sold at all events.
7. The Contractor agrees that all personnel and/or agents employed by the Contractor shall be neatly attired in a clean professional appearance to include uniforms, personal cleanliness and presentation (e.g. hair, clothing, etc.). The design of such uniforms shall be subject to the City's prior approval. The Contractor shall provide all personnel and/or agents employed with identification badges and develop an identification system for its temporary employees.
8. The Contractor's staff shall be fully trained to establish and maintain optimum service and quality standards. Staff training must comply with federal, state, local and county food, beverage and alcohol preparation and serving regulations. The Contractor shall comply with industry and appropriate Major League Baseball standards for beer, wine and other alcoholic beverages regarding quality, quantity, storage, handling and federal, state, county and local agency serving regulations.
9. The Contractor shall consistently endeavor to improve the food and beverage services operation with the goal of developing maximum gross receipts potential and achieving optimum service and quality standards. The City shall continually review and evaluate the food and beverage operations with the Contractor and notify the Contractor in writing of areas requiring improvement.

Operating Conditions

1. The Contractor shall obtain, maintain, and procure all appropriate business and operational permits, licenses and/or certificates required for compliance with all federal, state, local and county agencies. The Contractor must stay fully informed of existing and future federal, state and local laws, ordinances and regulations that in any manner affect the fulfillment of the Contract and shall comply with the same. Where applicable this shall include familiarity and compliance with local building, plumbing, electrical, fire codes, alcoholic beverage laws and health code ordinances.
2. The Contractor shall possess all required Maricopa County Board of Health Department permits for food preparation facilities and all employees shall possess current food handling cards from the Maricopa County Board of Health. Copies of such permits, licenses and/or certificates needed for legal compliance with fore mentioned agencies shall be provided to the City. The Contractor shall not knowingly commit or willingly permit any act or thing contrary to the rules and regulations prescribed by the Maricopa County Health department or the State Board of Health, or which shall be contrary to the rules and regulations of any Federal, State authority or the City of Surprise.



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3. The Contractor shall procure all opening/operating costs in order to establish and maintain optimum service and quality standards under this agreement such as but not limited to:
 - a. All survey based research for operational strategic plans to include product offerings and pricing proposal.
 - b. All uniform, small-wares, tools of the trade, operating supplies and inventory to meet obligations under this agreement.
 - c. Point of sale system to include debit/credit card compliance (sale system to be able to accept credit/debit cards).
 - d. Menu boards, product displays and merchandising equipment.
 - e. Accounting systems and working capital to cover such expenses.
 - f. Exterminator services to control vermin and pests as necessary in all Contractor occupied areas.
 - g. Capital equipment and staffing.
4. The City shall determine, establish and/or approve the rules and regulations which the concessionaires will comply for the operation of food, beverage and catering services. The Contractor shall abide by such directives as prescribed by the City.
5. The Contractor shall provide and maintain an automated point of sale inventory control system to include debit/credit card compliance.
6. The Contractor shall utilize and govern the operation of sub-contractor food, beverage and specialty product providers, as requested and approved by the City. Ensure sub-contractors are fully compliant with governing agencies requirements regarding providing food and beverage services. Ensure that sub-contractors are compliant with all requirements under this agreement in order to achieve and maintain optimum service and quality standards. The utilization and termination of sub-contractors shall be mutually agreed upon by the Contractor and the City.
7. The Contractor shall assign a General Manager, to be approved by the City, to oversee operations during the term of this agreement. The Contractor shall agree to replace the General Manager and any Assistant Managers within fifteen (15) days should they be unavailable to perform on behalf of the Contractor during the term of this agreement. Should any key personnel be unavailable to perform on behalf of the Contractor under this agreement, the Contractor shall provide a suitable replacement, acceptable to the City, within fifteen (15) days.
8. The Contractor shall be responsible for providing specialized or modified food and beverage operations for any event when deemed necessary or appropriate as authorized by the City.
9. City representatives shall have the right to enter upon and have access to all spaces occupied by the Contractor at all times.
10. The Contractor is authorized to purchase and sell alcoholic beverages under the City of Surprise's liquor license during the term of this Contract. The Contractor's use of the City of Surprise's license is limited to the baseball facility and the Contractor shall not waive liquor privileges without the City's consent. The Contractor shall be named "Manager" under the license and assume all responsibility for its implementation, compliance and operation. If required by local or state regulations, the Contractor shall obtain a privilege license permit at its own expense. The privilege to sell alcoholic beverages shall be subject to the provisions of the State of Arizona, Maricopa County and the City of Surprise and be consistent with any applicable Major League Baseball alcohol management policies. The City reserves the right to determine at which events alcoholic beverages may be sold and has the sole discretion to deny the right to sell alcoholic beverages when deemed to be in the best interest to do so.



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The Contractor must comply and adhere to all Federal, State, County and local regulations with regards to the sale and distribution of alcoholic beverages. The Contractor shall at all times exercise totally independent, prudent, reasonable, experienced and legal judgment in serving alcoholic beverages using only qualified and supervised personnel as required by compliance with applicable liquor regulations. The decision to refuse service of alcoholic beverages to any individual shall be the sole responsibility of the Contractor. The Contractor's use of the City of Surprise's license is limited to the baseball park and the Contractor shall not waive liquor privileges without the City's prior consent.

11. The Contractor shall provide all personnel and/or agents employed with identification badges and also develop an identification system for its temporary employees.
12. All Contractor employees and/or agents shall enter and depart the baseball Ballpark via the location so designated by the City. Only those employees actually working shall be permitted at events without charge. The City reserves the right to forbid any individual from entering the ballpark, if the City determines the individual to be unsatisfactory, not in the best interest, or for conduct deemed unbecoming.
13. The public's right shall not be infringed upon by any activity of the Contractor, its employees or sub-contractors/agents. The Contractor's activities shall be to render service to the public in a dignified manner, using no undue pressure or coercion in an attempt to influence the public to purchase or use the Contractor's services or products. The Contractor's activities shall in no way interfere with the orderly operation of any event at the ballpark. The Contractor, its employees or sub-contractors/agents shall not distribute campaign or any literature of any kind at any time on the premises of the ballpark or adjacent right of ways.
14. The Contractor, its employees and/or agents and sub-contractors shall not represent that gratuities (tips) are encouraged or solicit thereof.
15. To protect the City's exclusive rights relative to commercial advertising, product exclusivity and partnership, the Contractor shall not post or permit any signs to be posted on any part of the ballpark premises advertising goods of any nature without the City's prior written approval. The Contractor shall have no advertising rights. Pursuant to the said exclusivity granting rights, the City reserves the final right to specify, establish, determine and/or approve any and or all of the Contractor's products to be supplied. Contractor shall further specify any third party sponsorship obligations and opportunities.
16. The Contractor shall work with the City to accommodate the free sample distribution of food, beverages or any other items.
17. The Contractor shall prominently display the prices for all food and beverage items at all permanent and portable concession stands. All signs shall be of professional quality and shall be approved in writing by the City prior to posting. The Contractor shall agree to actively engage the ballpark designer in the creation of menu boards and other concession signage to maintain and compliment the overall design and décor of the ballpark.
18. The Contractor shall agree to participate in the City's recyclable program. Products served in glass or cans are not permitted. The Contractor shall be responsible for delivering trash and recyclable items within occupied areas to the designated area within the ballpark from which the City will then remove it. The Contractor shall agree that all waste food will be kept in closed containers until removed from the ballpark.
19. The Contractor shall develop an effective and continuous energy management and conservation plan throughout the term of this agreement.
20. Products sold by in stand vendors shall be carried in uniformed leak proof carriers and containers and are subject to City approval.



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21. At the conclusion of the contract term, vendors will be responsible for returning the building/stands to their original condition with the exception of any capital improvements made. Vendors shall be held responsible for and pay for all building damages.
22. Vendors are responsible for the installation and maintenance of any security systems. If any security systems are installed, vendors shall notify the City of security violations within one (1) hour.
23. No on-site storage of any vehicles, trailers, carts stands, etc. will be allowed without the prior written approval of the City.
24. Contractor shall affirm appropriate background checks are conducted and that employees are processed using E-verify and have submitted I-9 documentation.



REQUEST FOR PROPOSAL

Master Concessionaire Services

PRICE SCHEDULE: Stadium Operations

City of Surprise
Procurement Division
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Phone: (623) 222-3700
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Food and Beverage Concessions Commission schedule:

	<u>City of Surprise Share</u>	<u>Concessionaire's Share</u>
Food and Beverage (non-alcoholic)	_____ %	_____ %
Catering Sales	_____ %	_____ %
Liquor Sales	_____ %	_____ %
	<u>City of Surprise Share</u>	<u>Sub-contractors Share</u>
Sub-contractors	_____ %	_____ %

Insert additional financial considerations as needed.



REQUEST FOR PROPOSAL

Master Concessionaire Services Non-stadium Concessions/Points of Sale Scope of Services

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
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Phone: (623) 222-3700
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Alternate Bid Options (locations may be bid together or separately):

1.0 GENERAL CONFORMABLE DESCRIPTIONS

All proposals must be made on the basis of and either meet or exceed the requirements contained herein. All Vendors shall provide the following:

1.1 The Vendor shall furnish all labor, materials, equipment, insurance and health permits to perform all work as described and required for the provision of food services at the site they are proposing. Copies of health permits and insurance certificates shall be submitted to the City prior to the start of any work.

1.2 OPERATIONS FOR SALES DURING SCHEDULED GAME PROGRAMMING (Local city recreation programs only – this portion of concessions solicitation does not provide service for Spring Training).

The Vendor shall have the exclusive right, during the term of the contract, to sell soft drinks, food, merchandise and confection items in compliance with all ordinances and regulations applicable to its operations. The Vendor shall provide service to customers at least thirty (30) minutes before games begin and until the start of the last set of scheduled games scheduled by the Community & Recreation Services Department, and shall remain open during the entire period that the scheduled games are in session, including weekends and holidays.

1.3 The Vendor's exclusive right to sell applies only to food and drink items. Multiple vendors may be awarded a specific site if their wares are limited in scope, i.e. coffee only vendors may be awarded the same location as a hot dog vendor. However, no two vendors offering the same product line will be awarded the same location.

Vender hereby agrees to provide the requested food vending services, to include in some areas mobile concession vending as defined herein at the following location options. Please include menu and pricing for each location. Include preferred dates and hours of service. Feel free to attach additional pages, menus, price listings, etc. Where permanent concessions facilities are not available, consideration may be given for a capital investment.

Terms of the alternate bid locations shall be in one year increments, renewable annually for a contract maximum of nine years, unless earlier terminated prior to renewal.



REQUEST FOR PROPOSAL

Master Concessionaire Services PRICE SCHEDULE: Non-stadium Concessions or Points of Sale

City of Surprise
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FACILITIES (QUARTERLY BID OR PERCENT OF SALES)

Aquatic Center (Existing Concession Stand)

Address: 15831 North Bullard Avenue, Surprise, Arizona

Uses/Amenities: Open Swim, swim teams, corporate and private rentals. May offer extended season to be determined annually. Approximately 70,000 participants seasonally.

Suggested vending: Beverages, hot dogs, hot and cold snacks, ice cream, coffee, candy, chips, pizza

Utilities Available: Water, Electricity

Suggested Hours of Operation: M-T Noon – 7:30pm; Friday Noon to 10pm; Sat/Sun Noon-5, private rentals and swim meets vary. Non-exclusive to rentals and events requiring outside catering.

Bid Amount: Percent of sales preferred
Products: _____
Hours: _____
Staff Plan: _____

Hollyhock Pool

Address: 15808 North Hollyhock Street, Surprise, Arizona

Uses/Amenities: Open Swim, corporate and private rentals, approx. 6,000 users

Suggested vending: Beverages, hot dogs, hot and cold snacks, ice cream, candy, chips

No permanent concessions facilities available. All concessions must be mobile or contractor supply concessions stand.

Suggested Hours of Operation: Memorial Day thru end of September, and optional special events in October. Noon- 3pm M-T; Closed Fridays; Sat/Sun Noon to 4pm. Non-exclusive to rentals and events requiring outside catering.

Bid Amount: Percent of sales preferred
Products: _____
Hours: _____
Staff Plan: _____

CONCESSION STAND VENDOR (EXISTING CONCESSIONS STRUCTURE - % OF REVENUES)

Kansas City Royals Practice Field

Address: 15946 North Bullard Avenue, Surprise, Arizona

Uses/Amenities: City youth and adult sports programs, seasonal use, not spring training related

Suggested vending: Beverages, hot dogs, hot and cold snacks, ice cream, coffee, pizza

No permanent concessions facilities available. All concessions must be mobile or contractor supply concession stand.

Utilities Available: None

Suggested Hours of Operation: Varies by recreation programming

Bid Amount: Percent of sales preferred
Products: _____
Hours: _____



REQUEST FOR PROPOSAL

Master Concessionaire Services PRICE SCHEDULE: Non-stadium Concessions or Points of Sale

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Staff Plan:

Please describe for your method for determining sales, cost of doing business, net revenues and commission percentage, and reconciliation process. Attach additional sheets as needed.

Texas Rangers Practice Field

Address: 15754 North Bullard Avenue, Surprise, Arizona

Uses/Amenities: City youth and adult sports programs, seasonal use, not spring training related

Suggested vending: Beverages, hot dogs, hot and cold snacks, ice cream, coffee, pizza

No permanent concessions facilities available. All concessions must be mobile or contractor supply concession stand.

Utilities Available: None

Suggested Hours of Operation: Varies by recreation programming

Bid Amount: Percent of sales preferred

Products: _____

Hours: _____

Staff Plan: _____

Please describe for your method for determining sales, cost of doing business, net revenues and commission percentage, and reconciliation process.

Youth Baseball Complex (YBC) Practice Fields – Potential use of stand

Address: 15565 North Parkview Place, Surprise, Arizona

Suggested vending: Beverages, hot and cold snacks, ice cream, coffee, pizza, candy, chips

Permanent concessions facilities available.

Utilities Available: Yes



REQUEST FOR PROPOSAL

Master Concessionaire Services PRICE SCHEDULE: Non-stadium Concessions or Points of Sale

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Bid Amount: Percent of sales preferred
Products: _____
Hours: _____
Staff Plan: _____

Please describe for your method for determining sales, cost of doing business, net revenues and commission percentage, and reconciliation process.

Surprise Tennis & Racquet Complex

Address: 15565 North Parkview Place, Surprise, Arizona

Uses/Amenities: Tennis programming and tournaments, approximately 20,000 users annually.

Suggested vending: Beverages, hot and cold snacks, ice cream, coffee.

Permanent concessions facilities available. **City Holds Liquor License for this Facility.** This is a non-exclusive use and may not be applicable for certain rentals and events requiring outside catering.

Bid Amount: Percent of sales preferred
Products: _____
Hours: _____
Staff Plan: _____

Please describe for your method for determining sales, cost of doing business, net revenues and commission percentage, and reconciliation process.



REQUEST FOR PROPOSAL

Master Concessionaire Services

PRICE SCHEDULE: Recreation Campus Merchandise Store

City of Surprise
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16000 N. Civic Center Blvd
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Phone: (623) 222-3700
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Surprise Recreation Campus Merchandise Store – Major League Baseball Spring Training

Address: 15960 North Bullard Avenue, Surprise, Arizona

Uses/Amenities: 2 Permanent store fronts inside the Surprise Stadium, with additional kiosks located on the concourse during Spring Training. Annual attendance exceeds 160,000 with average gross revenues of \$400,000-\$600,000.

Suggested Hours of Operation: Seasonally operated late February thru early April. Requires ordering of stock up to six months in advance of the season.

Other events as required

Consultant must comprehend, communicate, and implement the store strategy and action plan. Consultant is responsible for motivating those working in the store to complete the sales process, ensure customer satisfaction, comply with City policy and procedures, and maximize productivity and profitability.

Consultant must comply with city policy and procedures and federal/state/local compliance. Consultant shall maximize productivity and profitability and ensure that each guest receives outstanding customer service by providing a friendly environment, maintaining outstanding store standards, solid product knowledge and all other components of guest service programs. Consultant will have overall management responsibility for the retail store operation, including store performance, control of cash, inventory and security, customer services, end of season settlement, and management of staff working in the store. Consultant must be able to prioritize, plan, and coordinate work activities, and manage time and resources so that work objectives are met on a daily basis.

Duties and Responsibilities include, but are not limited to:

- Maintain and manage the sales floor
- Utilize merchandising skills to drive sales through effective merchandise presentations and displays, and sales promotions
- Enforce Loss Prevention policy and awareness on the floor in order to control external shrink
- Manage and lead others assisting in the store, either consultant staff or city part time staff
- Communicate and collaborate with City staff
- Manage and maintain store systems and processes to ensure compliance with City standards
- Collaborate with City staff in analysis of store-level reports; create and execute action plans accordingly to maximize results
- Uphold and evaluate established best practices and communicate feedback to City staff
- Purchasing of all merchandise and supplies which may include ordering of inventory up to six months in advance according to city procurement policy
- Pricing and Gross Margin monitoring and reporting
- Assist with training and scheduling of staff as needed
- Budgeting and control of all expenses
- Work with the City, Teams, and Volunteers to meet all specified needs
- Oversee seasonal inventory count and reconciliation, pack and store inventory as required
- Daily sales accounting and reconciliation to recap sales, margins, average sales, and other pertinent reporting
- End of season settlement, inventory, program report, and audit follow-up if needed
- Oversee any additional retail events during the term of this agreement as requested
- Administer financial and process controls including shrink, labor and operating expenses, to achieve pre-determined performance objectives.
- Devise marketing plan to drive business opportunities through the improvement of community relations.



REQUEST FOR PROPOSAL

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PRICE SCHEDULE: Recreation Campus Merchandise Store

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- Communicate and collaborate with City staff ensure facility and equipment are properly maintained to guarantee product integrity and safety for employees and customers
- Ensure compliance with legal requirements and city policies and procedures, including check cashing, security, safety, sanitation, wage and hour, e-verify, background checks, etc.
- Ensure the availability of merchandise and services by monitoring contracts and maintaining inventories. Market merchandise by studying advertising, sales promotions, and display plans; analyzing operating and financial statements for profitability ratios
- Develop and direct execution of strategies to improve product placement and appearance
- Monitor display accuracy, consistency, and appearance, implement promotions, and support brand consistency.
- Ensure that products are properly displayed and ordered in a manner to maintain in-stock conditions.

Customer Expectations:

- Enhance the customer experience by providing strong levels of customer service
- Identify current and future customer requirements by establishing relationships with potential and actual customers and other persons in a position to understand service requirements.
- Handle and resolve customer complaints in a positive, calm, and tactful manner while keeping City apprised of any issues that arise.
- Manage issues relating to store maintenance, cleanliness, safety, and sanitation.
- Focus on customer satisfaction and needs, ensure that those working in the store customers with superior customer service through use of best practices and application of formal customer service standards.
- The Vendor shall have sufficient number of attendants to render quick and efficient service to patrons.
- All materials, supplies, equipment, and generators shall be at the sole cost and expense of the Vendor. If the Vendor wishes to install additional equipment at a location or make modifications to the site, prior approval must be given by the Community and Recreation Services Director.
- The Vendor is responsible for obtaining and maintaining the necessary permits.
- The Vendor shall provide a monthly report of sales and products.
- The Vendor shall work with the city to survey customers for input on the products and services offered.

PORTABLE VENDING UNIT CRITERIA

(Mobile Concessions as alternate bid – Non-Spring Training)

PROPOSAL FORMAT

All vendors submitting a proposal for alternate bid locations shall include in their proposal, at a minimum, the following information:

- a. Food Items:
Vendors shall list the types of food, drink, or snack food items they intend to provide as part of the Food Service Operation. Also list items which are only available seasonally. All items should list the retail price. The final listing of products shall be subject to the approval of the Director of Community and Recreation Services.
- b. Method of Operation:
Vendors shall describe in detail what type of operation they are proposing. Vendors shall indicate food mix, method of service, and any information they feel will assist the City in its evaluation.



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- c. Hours of Operation
If specified hours of operation cannot be met, vendors shall state their intended hours of operation (subject to inclement weather) in the space provided.
- d. Equipment and Supplies:
Vendors shall list the equipment and supplies they will provide, if awarded the contract.
- e. Pricing Schedule:
Vendors shall provide a general pricing schedule for the items to be offered. (Pricing shall be firm for at least the first contract period.)
- f. Compliance with Contract Terms and Conditions
Vendors shall state their understanding, and willingness and ability to comply with the contracts operational conditions as stated herein and specifically list any deviations.
- g. Enclosures
Brochures, photographs, illustrations of food vending equipment, list of food items for sale – A food menu, including a price list for each item.
- h. Financials
Proper financial records shall be kept by the successful bidder pertaining to the operation of sales under this contract and shall be made available upon request for inspection by the City or its authorized representative. Please provide a statement outlining how contractor will document and report revenues and expenditures and remit payment for percentages of proceeds.

Vendors operating a mobile vending unit shall:

- (a) Meet with the approval of the Director of Community and Recreation Services or designee as to quality and appearance, and for this purpose, the bidders shall enclose a photograph or detailed sketch of the vending unit with this Proposal.
- (b) Be mobile in nature and shall be removed from the sales location at the close of each business day.
- (c) Be equipped with adequate trash receptacles which have a clean appearance and complement the design of the vending unit, and garbage shall be disposed of by the successful Vendor in a manner satisfactory to the Director of Community and Recreation Services of the City. The City reserves the right to all recycling materials that are in containers located in the park.
- (d) The portable vending unit shall remain stationary at the designated location throughout the business day. The location of the vending unit must be approved by the Director of Community and Recreation Services.
- (e) The City will not provide electrical current, water, and other utilities required for the Food Service Operation. Each vendor is responsible for providing their own mobile infrastructure to support their operation.



REQUEST FOR PROPOSAL

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**PRICE SCHEDULE:
Recreation Campus Merchandise Store**

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- (f) The sale of alcohol, tobacco products, shelled nuts, chewing gum, and beverages in glass containers will not be allowed at any site. Commercial alcohol sales are prohibited on City property at all times unless otherwise specified.

2.0 NUMBER OF VENDING UNITS

Only one (1) vending unit, as above, will be allowed under this contract. No sub-contracting of additional vending units will be permitted by the successful Vendor.

3.0 IMPROVEMENTS

The Vendor may propose to improve the existing facilities at no cost to the City. These improvements shall be in accordance with all applicable codes and regulations and shall become the property of the City at the end of this contract. The bidder shall receive written approval from the Director of Community and Recreation Services before proceeding with any proposed improvements.

4.0 OPERATIONAL INFORMATION

In how many locations has applicant operated a mobile catering operation owned by applicant? (For each location please provide number of years in operation, number of full time employees, number of part time employees, gross revenue, and size of facility.

Facility Name/Size	No. Experience/ Years Position	No. Employees Full/Part-time	Gross Revenue	Gov't Entity Y/N
-----------------------	-----------------------------------	---------------------------------	------------------	---------------------

- a.

- b.

- c.

- d.

- e.

Other information you may feel relevant to your qualifications as a food service provider.



REQUEST FOR PROPOSAL

Master Concessionaire Services

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End of alternate bid information section.



REQUEST FOR PROPOSAL

Master Concessionaire Services

References

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For all bidders - Please list a minimum of three (3) references that the City of Surprise may contact.

1 .	Company Name:	Date of Contract:
	Address:	
	Contact:	May we Contact:
	Phone Number:	
2 .	Company Name:	Date of Contract:
	Address:	
	Contact:	May we Contact:
	Phone Number:	
3 .	Company Name:	Date of Contract:
	Address:	
	Contact:	May we Contact:
	Phone Number:	
4 .	Company Name:	Date of Contract:
	Address:	
	Contact:	May we Contact:
	Phone Number:	
5 .	Company Name:	Date of Contract:
	Address:	
	Contact:	May we Contact:
	Phone Number:	



REQUEST FOR PROPOSAL

Master Concessionaire Services Standard Terms and Conditions

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
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**THE FOLLOWING STANDARD TERMS AND CONDITIONS ARE AN EXPLICIT PART OF
THE SOLICITATION AND ANY RESULTANT CONTRACT.**

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page, the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Surprise including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City, and Contractor shall have all remedies afforded by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Surprise Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of



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conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.

6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City, are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations



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imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, board, commission, officers, officials, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, claims processing, investigation, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or in connection with the negligent or willful acts or omissions of work or professional services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. In consideration of the award of this contract, the Consultant agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by the Consultant for the City. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a



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demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect by a written determination to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in



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satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **FUNDING:** Contractor understands that the continuation of this Agreement after the close of any given fiscal year of Surprise, which ends on June 30, shall be subject to the budget of Surprise providing for the contract item as an expenditure. Surprise cannot assure that the budget item for funding this Agreement will be approved in the future, as such assurance would be a legislative and policy determination of the City Council at the time of the adoption of the budget. Should the funding of the Agreement not be approved by City Council, Surprise may terminate this Agreement as of the close of its fiscal year. Surprise represents that it intends to pay all monies due, if such funds have been legally appropriated.
35. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
36. **COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.
38. **PROHIBITION ON IRAN INVESTMENTS.** As required by A.R.S. §§ 35-391.06 and 35-393.06, Contractor certifies that it does not have a scrutinized business operation in either Sudan or Iran.



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**THE FOLLOWING SPECIAL TERMS AND CONDITIONS ARE
AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.**

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Surprise, Purchasing Division intends to establish a contract for COS13-007 Surprise Stadium Concessionaire Services.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City Procurement Manager. No alteration of any resultant contract may be made without the express written approval of the City Procurement Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Surprise. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

5. **Contract Type:** Fixed Price
6. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of nine (9) year term with a two (2) three (3) options to extend for a total of fifteen (15) years unless terminated, cancelled or extended as otherwise provided herein.
7. **Affirmative Action Report:** It is the policy of the City of Surprise that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.
8. **Interview Guidelines:** During the interview, which will be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 60 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on the behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
9. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.



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10. **Warranty:** All equipment or services supplied under this specification shall be fully guaranteed by the contractor for a minimum period of 12 months from the date of acceptance by the City. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specification shall be fully corrected by the contractor (including parts and labor) without cost to the City.

11. **Discussions:** In accordance with the City of Surprise Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.

12. **Insurance Requirements.**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

a. **Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.**

i. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000
Fire Legal Liability	\$ 50,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: *“The City of Surprise, its departments, agencies, boards, commissions, officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor”.*

Policy shall contain a waiver of subrogation against the City of Surprise, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

ii. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

iii. **Combined Single Limit (CSL) \$1,000,000**



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The policy shall be endorsed to include the following additional insured language: “The City of Surprise, its departments, agencies, boards, commissions, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.

Policy shall contain a waiver of subrogation against the City, as departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation against the City of Surprise, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

The City of Surprise, its departments, agencies, boards, commissions, officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- c. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given from the Consultant to the City. Such notice shall be sent directly to the City Procurement.
- d. **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an “A.M. Best” rating of not less than A- VII. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- e. **Verification of Coverage:** Contractor shall furnish the City with a declarations page of the liability insurance policy, as well as any amendments or riders in order to verify contractual insurance requirements are being satisfied.

All certificates and endorsements are to be received and approved by the City’s Procurement department before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.



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All certificates required by this Contract shall be sent directly to the City Procurement division. The City project/contract number, if applicable, and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- f. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

- g. **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the City, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

- (1) The City of Surprise shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- (2) To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

- (3) The Contractor is an independent contractor; therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.
- (4) The Vendor understands and agrees that City of Surprise will only grant concessions and merchandise sales by the contract, and not lease. Concession contract(s) will only confer permission to occupy and use the premises described for concession purposes. A successful vendor's expenditure of capital and /or labor in the course of use and occupancy will not confer any interest or estate in the premises by virtue of said use, occupancy and / or expenditure of money thereon. The City of Surprise will only grant successful vendors ("Contractors") an individual, revocable and non- transferable privilege of use in the premises for the concession granted.

13. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor



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shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

14. **Confidential Information:**

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Procurement Manager of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Procurement Manager makes a written determination.
- c. The Procurement Manager shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the Procurement Manager determines to disclose the information, the Procurement Manager shall inform the bidder in writing of such determination.

15. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.

16. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.

17. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.

18. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

- a. The contractor provides material that does not meet the specifications of the contract;
- b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
- c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- i. Cancel any contract;
- ii. Reserve all rights or claims to damage for breach of any covenants of the contract;
- iii. Perform any test or analysis on materials for compliance with the specifications of the contract. If the



REQUEST FOR PROPOSAL

Master Concessionaire Services

Special Terms and Conditions

City of Surprise
Procurement Division
16000 N. Civic Center Blvd
Surprise, AZ 85374
Phone: (623) 222-3700
Fax: (623) 222-3701

results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the contractor;

- iv. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:

- (1) Deduction from an unpaid balance;
- (2) Collection against the bid and/or performance bond, or;
- (3) Any combination of the above or any other remedies as provided by law.

19. **Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

- a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
- b. If the contractor fails to perform any of the other provisions of this contract, and fails to remedy the situation within a period of ten (10) days after receipt of notice.

20. **Contract Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

- a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
- b. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- c. In the event the City terminates this contract in whole or part, the City may procure supplies or services similar to those terminated, and the contractor shall be liable to the City for any excess costs for such similar supplies or services.

21. Offerors are to indicate any exceptions they have taken to any area or content of the Request for Proposals.
If an offeror chooses to take any exceptions to any part of the RFP and the City does not agree or accept your changes or exceptions, the proposal may not be considered for award.

Please include as part of your proposal your exceptions as an exceptions page.



REQUEST FOR PROPOSAL

Master Concessionaire Services Existing Menu Price List EXHIBIT 1.

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List of Existing Offerings and Pricing schedule for Spring Training

Description	2012 Sale Price	Description	2012 Sale Price
Refill Soda Straw	\$2.50	Cracker Jacks	\$3.50
Bottle Coke	\$4.50	Popcorn Tub	\$3.50
Bottle Diet	\$4.50	Pretzel	\$3.50
Bottle Sprite	\$4.50	Nacho Grande	\$5.50
Bottle Dr Pepper	\$4.50	Macho Nacho	\$8.00
Soda Cup 32oz	\$5.00	Side of Cheese	\$1.00
Souvenir Soda	\$7.00	Peanuts	\$4.00
Coffee 12oz Cup	\$2.00	BBQ Sandwich	\$6.50
Water 20 oz Bottle	\$4.00	Turkey Sandwich	\$7.00
Draft 16oz Domestic	\$5.00	Italian Sandwich	\$7.00
Draft 16oz Premium	\$6.25	5 Item Combo	\$10.00
\$3 Homerun Draft	\$3.00	Soda and Peanuts Combo	\$5.00
Draft 20oz Souvenir Domestic	\$7.00	Soda and Fries Combo	\$5.00
Draft 20oz Souvenir Premium	\$8.00	BBQ Combo	\$5.00
Draft 20oz Super Premium	\$9.00	Bottle Soda and Peanut Combo	\$5.00
Premium Bomber	\$10.50		
Domestic Bomber	\$9.50		
Plastic 16oz	\$6.50		
Premium Glass 12oz	\$6.00		
Cocktail Cup	\$6.50		
Shot Tubes	\$5.00		
Margarita Yard	\$11.00		
Wine	\$6.00		
Chip Individual	\$2.00		
Dog Kid	\$3.50		
Dog Jumbo	\$4.50		
Footlong Hot Dog	\$8.50		
Sausage Italian	\$6.50		
Sausage Bratwurst	\$6.50		
Sausage Polish	\$6.50		
Burger 4-1	\$5.00		
Chicken Sandwich	\$5.50		
Fry Boat	\$5.00		



REQUEST FOR PROPOSAL

Master Concessionaire Services Stadium Layout First Floor EXHIBIT 2.

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Map of Surprise Stadium





REQUEST FOR PROPOSAL

Master Concessionaire Services Stadium Layout Second Floor Exhibit 3.

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STADIUM SECOND FLOOR

